

MEMORANDUM OF UNDERSTANDING

PER DIEM NURSES UNIT

2005 – 2007



COUNTY OF SAN BERNARDINO
AND
CALIFORNIA NURSES ASSOCIATION

**MEMORANDUM OF UNDERSTANDING
2005-2007**

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**2005-2007
MEMORANDUM OF UNDERSTANDING
BETWEEN THE COUNTY OF SAN BERNARDINO AND
THE CALIFORNIA NURSES ASSOCIATION
CONCERNING THE EMPLOYEES IN THE
PER DIEM NURSES UNIT**

AGREEMENT

This Agreement is made and entered into by and between the County of San Bernardino hereinafter referred to as the "County" and the California Nurses Association (CNA) hereinafter referred to as the "Association."

RECOGNITION

Pursuant to the March 1, 2005 certification, the County recognizes the Association as the exclusive collective bargaining representative for the Per Diem Nurses Unit defined as follows:

Classifications of Interim Permit Nurse – Per Diem, Registered Nurse I – Per Diem, Registered Nurse II – Per Diem, ARMC Float Pool Nurse – Per Diem and employees who are authorized to work as an Interim Permit Nurse, excluding classifications in the Supervisory Nurses Unit, Nurses Unit, Exempt Group, and those employees working pursuant to an individual contract.

The County further recognizes the Association as the exclusive collective bargaining representative for all classifications that may be added to the above-defined Per Diem Nurses Unit by the County during the term of this Agreement.

ACCESS TO PERSONNEL RECORDS

Personnel records are confidential and access to personnel records of the employee shall be limited to the Director of Human Resources, the appointing authority, the Board of Supervisors, or their authorized representatives. Employees currently employed by the County of San Bernardino and/or their representatives, designated by the employee in writing, will be allowed to review the employee's personnel records during regular business hours.

Letters of reference and other matters exempted by law shall be excluded from the right of inspection by the employee.

Negative information may be purged from the personnel records, subject to legal constraints, at the sole discretion of Human Resources or upon the request of the employee and upon approval of Human Resources and the employee shall be so notified.

Employees desiring to review such records shall make such request in writing at least forty-eight (48) hours in advance to their appointing authority or Human Resources as appropriate.

ACCESS TO WORK LOCATIONS AND ASSOCIATION VISITATION

(a) Purpose

The parties recognize and agree that in order to maintain good employee relations, it is necessary for Labor Representatives of CNA to confer with County employees. Therefore, CNA Labor Representatives will be granted access to non-work areas during regular working hours to investigate and process grievances or appeals. In addition, CNA Labor Representatives shall be provided access to non-work areas such as break and lunch rooms and conference rooms to conduct representation activities during nurses' non-work time. Such visitations shall not be disruptive or interfere with the duties and operations of the County.

(b) Procedure

CNA Labor Representatives shall be granted access to County facilities, in accordance with this Article, upon obtaining authorization from the appointing authority or designated management representative and after advising of the general nature of the business. The Association shall be required to identify the nurses(s) it wishes to meet with during such nurse(s) work time.

Requests to access non-work areas shall be made by personally contacting the appointing authority or designated management representative as far in advance as possible in advance of the date and time of the intended visit and shall not have such access denied or terminated absent unusual or extraordinary situations. The Labor Representative shall comply with security measures and precautions pertaining to facility access. The appointing authority shall not unreasonably withhold timely access. The appointing authority shall ensure that there is at all times someone designated who shall have full authority to approve access. If a request is denied, the appointing authority or designated management representative shall establish a mutually agreeable time for access to the employee.

CNA Labor Representatives shall not be required to notify the County when accessing public areas during hours open to the public.

CNA Labor Representatives granted access shall limit such visits to a reasonable period of time, taking into consideration the nature of the grievance or appeal or other representation activity.

The appointing authority or designated management representative may mutually establish with the CNA Labor Representative reasonable limits as to the number of visits authorized with the same employee on the same issue, and reasonable limits as to the number of employees who may participate in a visit when several employees are affected by a specific issue. The County shall not unduly interfere with CNA's access rights.

ARBITRATION

- (a) Grievances, as defined in this Agreement, which are not settled pursuant to the Grievance Procedure Article and which the Association desires to contest further, shall be submitted to arbitration as provided in this Article.
- (b) Appeals to Arbitration – If the grievance has not been satisfactorily resolved by the County and the grievant under the provisions of the Grievance Procedure, a written appeal to arbitration must be filed with the Employee Relations Division within five (5) working days of notification of the decision by the Director of Human Resources or that individual's designee. At the same time and upon mutual agreement of the parties, the grievance may advance to mediation in accordance with this Article.
- (c) Pre-Arbitration Conferences – Pre-arbitration conferences are mandatory and no grievances shall be arbitrated without exhausting this pre-arbitration process. Twenty (20) working days prior to arbitration, both parties are required to meet in such conference with the goal of resolving mutually identified grievance issues. If resolution is not attained, both parties are obligated at that time to jointly or individually declare stipulations, identify witnesses and exchange exhibits that will be carried forward to the arbitration process, the intent being full disclosure by both sides prior to the arbitration process.
- (d) Arbitration – Grievances shall only be advanced to arbitration with the agreement of CNA. The cost for hearing all grievances advanced to arbitration shall be split equally between the County department of the grievant and CNA, including any cancellation fee if both parties are mutually responsible, otherwise the party responsible shall pay the entire cancellation fee. The Employee Relations Division and CNA shall attempt to select an arbitrator by mutual agreement as soon as possible but in no event later than ten (10) working days after receipt of written notice by CNA of its appeal to arbitration. Where mutual agreement cannot be reached, the parties shall request a list of arbitrators from the State Mediation and Conciliation Service, and mutually select an arbitrator within ten (10) working days from receipt of said list. Where mutual agreement cannot be made, the arbitrator shall be determined following a striking process. The determination as to which party strikes first shall

be based on a coin flip. If the last remaining person on the list is not available, the previously stricken person(s) shall be contacted in reverse order until one is available. The parties shall contact the arbitrator to establish a hearing date acceptable to both parties.

In reaching a decision and award the arbitrator shall limit himself to the allegations contained in the grievance presented in relation to the express provisions of the agreement alleged to have been violated. Further, the arbitrator shall have no authority to amend, change, add to, subtract from, or ignore any provisions of this Agreement. Lastly, the arbitrator shall not substitute his judgment for that of the County on matters pertaining to the exercise of managerial discretion except where it can be shown by the grievant/CNA that the County abused its discretion.

The decision of the arbitrator will be in writing and transmitted to the parties within thirty (30) calendar days after the close of the hearing. This decision may require an appointing authority or a subordinate to cease and desist from the action, which is the subject of the grievance. The arbitrator may also require the appointing authority to take whatever action is necessary, within the control of the appointing authority, to remedy the grievance or take other action to relieve the loss, if any, to the employee. Under no conditions can the arbitrator order relief that exceeds the relief requested by the grievant and shall be limited to making the grievant whole. In the event the arbitrator determines that monetary relief is an appropriate remedy, he/she shall consider established arbitral standards and principles in determining whether to make any award retroactive to a date earlier than fifteen (15) working days prior to the date the grievance was filed.

CNA and the County agree to maintain confidentiality of grievances consistent with applicable regulations and laws.

The decision by the arbitrator shall be final and binding on all parties unless there is a financial impact of greater than two thousand five hundred dollars (\$2,500), in which case it shall be subject to approval of the Board of Supervisors. For grievance decisions with financial impact of greater than two thousand five hundred dollars (\$2,500), the Employee Relations Division will submit the grievance decision to the next practicable meeting of the Board of Supervisors. If the Board of Supervisors fails to act within thirty (30) days following receipt of formal notice of the decision of the arbitrator, it shall become final and binding. A copy of the decision shall be filed with the Employee Relations Division of Human Resources, CNA and the grievant.

- (e) Mediation – The parties (Director of Human Resources or designee and CNA) may by mutual agreement utilize mediation for grievances filed under the provisions of this Agreement. The mediator has no authority to compel resolution of the matter mediated. No reference to a matter mediated may be utilized in a subsequent arbitration or hearing unless stated in writing at a step prior to the mediation. The penalty for violation of this understanding shall be forfeiture of the hearing or appeal by the party violating the same. Where possible the parties shall utilize the mediation services provided by the State or Federal Mediation and Conciliation Service. In the event that the mediation process would result in fees for service rendered by the State or by use of a private hearing officer, such costs shall be equally divided between the employee's department and CNA.

ASSOCIATION MEMBERSHIP AND DEDUCTIONS

- (a) All nurses covered by the terms of this Agreement shall, within thirty-one (31) days after hiring or the effective date of this Agreement, whichever is later, as a condition of employment, either become and remain members in good standing of the Association, or pay an agency fee to the Association, pursuant to the provisions of the MMBA.
- (b) Upon receipt of a written authorization by a nurse using a form CNA provides the County, the County shall deduct and remit to the Association no less frequently than once a month the periodic dues of the Association. The County shall not be responsible for deductions upon an registered nurse's (a) termination of employment; (b) removal from the covered bargaining Unit; (c) layoff from work; (d) leave of absence without pay; (e) receipt of insufficient wages during the collection period; and (f) revocation of dues deduction authorization as provided on the CNA membership application form. The County shall also remit an alphabetical list showing the names of payees and the amounts deducted and remitted. Upon request of the Association, the appropriate County office shall supply dues deduction forms to the Association.

- (c) Upon notification to the County by the Association, nurses in the bargaining Unit who do not elect to pay dues as outlined above will, as a continued condition of employment, pay an agency fee. The amount of the agency fee shall not exceed the monthly dues that are payable by members of the Association. The amount of the fee shall automatically be deducted by the County from the wages of the employee and paid to the Association.
- (d) No Unit member shall be required to join CNA or to authorize an agency fee payroll deduction if the Unit member is an actual, verified member of a bona fide religion, body of sect which has historically held conscientious objections to joining or financially supporting employee organizations; this exemption shall not be granted unless and until such Unit member has verified the specific circumstances. Such employee must, instead, arrange with CNA to satisfy his/her obligation by donating the equivalent amount to a non-labor, non-religion charitable fund, tax exempt under Section 501(c)(3) of the Internal Revenue Code chosen by the registered nurse from the following: County Combined Giving Campaign or the Salvation Army.
- (e) The Association acknowledges that it has, and will continue to, comply with all applicable requirements, regulations, and provisions of law pertaining to dues deductions and agency fees. It is agreed that the County assumes no obligation other than that specified above, or liability, financial or otherwise, arising out of the provisions of this Article. The Association shall inform the County once a year of the amount of the monthly dues and agency fees under this provision. Such notice should be sent in time to provide for appropriate programming. Further, the Association hereby agrees that it will reimburse the County for any cost and indemnify and hold the County harmless from any claims, actions, or proceedings by any person or entity, arising from deductions made by the County pursuant to this Article.
- (f) If, through inadvertence or error, the County fails to make authorized deductions, or any part thereof, the County shall assume no responsibility to correct such omission or error retroactively. Once the funds are remitted to the designated representatives of the Association, their disposition thereafter shall be the sole and exclusive responsibility of the Association. It is expressly understood and agreed that the Association shall refund to the nurse any deductions erroneously withheld from a nurse's wages by the County and paid to the Association. In the event the Association fails to refund such deductions within a reasonable period of time following notification of the error, the County will make such refund and deduct the amount from the amount due to the Association.
- (g) CNA insurance premiums for plans sponsored by CNA shall be deducted by the County from the pay warrant of each registered nurse covered hereby who files with the County a written authorization requesting that such deduction be made.

BILINGUAL COMPENSATION

- (a) Employees who, with the approval of their appointing authority, are required to perform bilingual translation before an officially convened court, appeals board, commission, or hearing body, in addition to their regular duties, shall be entitled to a bilingual per diem differential. Such differential shall apply regardless of the total time required per day for such translation. Such differential shall be twelve dollars (\$12.00) per day and shall only be paid upon certification by the employee's appointing authority or presiding official that such translation was performed.
- (b) Employees in positions designated by the appointing authority which require employees as a condition of employment to perform bilingual translation involving the use of English and a second language (including American Sign Language) as a part of their regular duties, shall be entitled to bilingual compensation. Such compensation shall apply regardless of the total time required per day for such translation. Employees in such positions must be certified as competent in translation skills by Human Resources to be eligible for compensation. Bilingual compensation shall be five dollars (\$5.00) per shift for shifts scheduled less than twelve (12) hours, and seven dollars and fifty cents (\$7.50) per shift for shifts scheduled twelve (12) hours or more. No more than one (1) Per Diem employee per nursing unit and no more than three (3) Per Diem employees per correctional institution shall be compensated per shift.

COUNTY MANAGEMENT RIGHTS

All management rights and functions shall remain vested exclusively with the County except those which are clearly and expressly limited in this Agreement or by applicable law. It is recognized merely by way of illustration that such management rights and functions include but are not limited to:

- (a) The right to determine the mission and organizational structure of each of its agencies, departments, institutions, boards, and commissions.
- (b) The right of full and exclusive control of the management of the County; supervision of all operations; establishment, evaluation, and enforcement of standards of performance; determination of the methods and means of performing any and all work; and composition, assignment, direction, location, and determination of the size and mission of the work force.
- (c) The right to supervise, direct and manage the work force; determine the work to be done by the registered nurses, including establishment of levels of service and staffing patterns.
- (d) The right to change or introduce new or improved operations, methods, means or facilities; to reorganize operations, modify or discontinue programs and services; or to utilize registry and traveling nurses.
- (e) The right to prescribe qualifications for employment and determine whether they are met; to hire, set and enforce performance standards, and promote employees; to establish, revise and enforce work rules, policies and directives; to schedule work time and time off; to determine the necessity for overtime; to transfer, reassign, and lay off employees; to discipline employees for cause; and to otherwise maintain orderly, effective, and efficient operations.

This Article neither establishes nor grants any rights or benefits to the Association or employees covered by this Agreement, and the County shall be free to exercise its rights under this provision without negotiation with or challenge from the Association or employees except where it can be demonstrated that such exercise is contrary to a specific limitation placed upon the County in another Article of this Agreement.

The County's failure to exercise any right, prerogative, or function reserved to it or the exercise of any such right, prerogative, or function in a particular manner, shall not be considered a waiver of the County's ability to exercise such rights, prerogatives, or functions or preclude the County from exercising the same in some other manner.

DEFERRED COMPENSATION

Employees covered by this agreement may participate in the Section 457(b) Deferred Compensation program administered by the County, to the maximum extent provided by law.

DEFINITIONS

Listed below are definitions of terms commonly used in this Agreement.

Appointing Authority – Refers to the department head of the employee's department. It includes any person who is designated as acting department head, employees acting for the department head during absence, and/or employees delegated all authority to act on behalf of the appointing authority on a regular basis.

Director of Human Resources – Refers to the incumbent in the Director of Human Resources' position. It also includes any person who has been designated as acting Director of Human Resources, employees acting for the Director during absence, and/or employees delegated authority approval on a regular basis by the Director of Human Resources.

Working Days – Refers to the days that the County is normally open to conduct business, i.e., Monday through Friday, excluding County holidays.

DIFFERENTIALS

Section 1 – Unit Differential

Registered nurses regularly assigned to a special treatment unit at the Arrowhead Regional Medical Center shall be entitled to Unit differential upon certification of the appointing authority that said nurse possesses specialized skills required to perform within the assigned unit. Special treatment unit for eligible employees is defined as Burn, Emergency, Respiratory, Intensive Care, Coronary Care, Behavioral Health, Labor and Delivery, Medical Imaging, Operating Room, and Neonatal Intensive Care Units.

The Unit differential shall be one dollar and seventy-five cents (\$1.75) per hour over and above their base hourly rate for Respiratory, Intensive Care, Coronary Care, Behavioral Health, Labor and Delivery, Medical Imaging, Operating Room, and Neonatal Intensive Care Units. The rate for eligible employees in the Burn and Emergency Units shall be two dollars (\$2.00) per hour.

Section 2 – Charge Nurse Assignment

A nurse who is assigned to perform as a Charge Nurse or Service Coordinator in the Operating Room shall receive additional compensation of one dollar and fifty cents (\$1.50) per hour above their base hourly rate. The additional compensation shall only be paid for hours actually worked in the Charge Nurse assignment.

Section 3 – Medical Support Weekend Differential

Per Diem nurses are utilized to supplement the regular nursing staff, and as such, employees designated in this paragraph assigned to hospital, mental, or correctional institutions, who work on a weekend day, shall be paid an additional three dollars (\$3.00) per hour over and above their base hourly rate. Weekend for purposes of this provision is between 11:00 p.m. Friday through 11:00 p.m. Sunday night.

Section 4 – Mobile Intensive Care Nurse Certification Differential

Registered nurses assigned to the Arrowhead Regional Medical Center (ARMC) and the Emergency Medical Services Nurses assigned to the Inland Counties Emergency Management Agency (ICEMA) who are required to maintain a certificate as a Mobile Intensive Care Nurse (MICN) shall be entitled to a differential of one dollar and seventy-five cents (\$1.75) per hour above their base hourly rate of pay for all hours actually worked performing the MICN function.

Section 5 – Preceptor Pay

A nurse who is assigned to perform as a preceptor shall receive additional compensation of one dollar and fifty cents (\$1.50) per hour above their base hourly rate. The additional compensation shall only apply for hours actually worked in the preceptor assignment.

DISASTER SERVICE WORKERS

All employees covered by this Agreement are public employees, and, as such, are to serve as disaster service workers subject to such service activities as may be assigned to them by their superiors or by law, pursuant to Government Code Section 3100.

DISCIPLINE AND ADMINISTRATIVE APPEALS

All written corrective and disciplinary actions, except those specifically excluded, are subject to the discipline and administrative appeals process outlined in this article. The discipline and administrative appeals process is as follows:

- (a) Within fourteen (14) calendar days of the corrective or disciplinary action presented to the nurse, the nurse may submit to the Human Resources Officer assigned to their department a written request to

schedule a meeting to discuss the action taken. Within five (5) working days of this meeting, the Human Resources Officer shall give the Nurse his/her decision.

- (b) If the nurse is dissatisfied with the outcome of the Human Resources Officer's decision, the Human Resources Officer will contact the Nurse's supervisor to request reconsideration of the corrective or disciplinary action. The Human Resources Officer shall inform the Nurse of the Supervisor's decision within five (5) working days of the request for reconsideration.
- (c) If a mutually acceptable solution has not been reached, the Nurse shall submit a written appeal to the Department Head within five (5) working days of notice from the Human Resources Officer. The Department Head or Designee shall meet with the Nurse and/or representative to discuss the administrative appeal.

Following a review of the administrative appeal, the Department Head shall have full and final authority to mutually resolve the administrative appeal with the employee/employee's representative within ten (10) working days of the meeting with the Nurse. Such notification shall be rendered in writing to the Nurse and representative.

Corrective and disciplinary actions taken as a result of a Nurse's failing to meet the minimum commitment level and/or maintain required licensure and certification(s) are specifically excluded from the Discipline and Administrative Appeals process.

The employee(s) may represent themselves, or may be represented by an authorized CNA Labor Representative and/or a Registered Nurse Representative. This representation may commence at any step in the Discipline and Administrative Appeals Process. The County agrees within reasonable limits to compensate the Nurse for time spent during regularly scheduled hours in the handling of an administrative appeal.

ELECTRONIC FUND TRANSFER

As a condition of employment, all employees hired after March 27, 1999, must make and maintain arrangements for the direct deposit of paychecks into the financial institution of their choice via electronic fund transfer. Employees who have not made such arrangements by the end of the 4th pay period after their date of hire shall be subject to termination. In cases where an employee is unable to make arrangements for electronic fund transfer, the Director of Human Resources may allow an exception to this Article. Any exceptions granted may be reviewed periodically for continuation, subject to the approval of the Director of Human Resources.

Employees have the option of voluntarily receiving direct deposit of expense reimbursements into a financial institution of their choice via electronic fund transfer provided they have a County or personal e-mail address. Employees shall receive notification by e-mail of any direct deposits of expense reimbursements. In the event an error is made in the amount deposited via electronic fund transfer, employees shall be notified by e-mail of the reversal of the incorrect direct deposit transaction.

FLOAT POLICY

Section 1 – Administration

(a) Nurses shall float in the following order:

- (1) Volunteers
- (2) Registry*
- (3) Travelers*
- (4) Per Diem
- (5) Regular Part-Time
- (6) Regular Full-Time
- (7) Registered Nurses Working an Unscheduled Extended Shift

*The County shall use its best efforts to negotiate with Registry and Travelers that their personnel will float.

- (b) Floating of registered nurses shall be subject to patient care considerations and staffing needs, and shall consider current skill level needs, qualifications and patient acuity and shall be in compliance with applicable regulations including Title 16 and Title 22.
- (c) Assignments shall include only those duties and responsibilities for which the registered nurse is qualified.
- (d) Registered nurses who float will have completed a float orientation and float competency signed by the nurse and the orienting nurse. Assignments shall include only those duties and responsibilities for which demonstrated current competencies have been validated.
- (e) Orientation of registered nurses to float will occur with an experienced registered nurse of that specific unit. Registered nurses must complete the float orientation and float competency process before they can float.
- (f) Rotation of floating will be at the unit level or directed by Nursing Supervisor and maintained by the nurse manager or nursing office.
- (g) Floating is part of all registered nurse's duties and responsibilities in order to meet patient needs and state mandated staffing ratios. A registered nurse who has completed the float orientation and float competency for that specific unit shall not refuse a floating assignment.
- (h) There shall be no double floating. If the nurse returns to her/his home unit, it shall not be deemed as double floating.

Section 2 – Per Diem Registered Nurse

- (a) Per Diem Registered Nurses shall float within their specialty units/clusters. There shall be no mandatory floating between clusters except in emergencies. Clusters are designated as follows:
 - (1) Maternal Child Services (Labor & Delivery, Post-Partum, Nursery)
 - (2) Pre-Operative Services (Pre-Op, Post-Anesthesiology Care Unit, Gastro-Intestinal Lab)
 - (3) Special Procedures
 - (4) Operating Room
 - (5) Critical Care (Surgical Intensive Care Unit, Medical Intensive Care Unit, Burn) (Emergency Department and Post-Anesthesiology Care Unit for Intensive Care Unit holding)
 - (6) Emergency Room
 - (7) Behavioral Health
 - (8) Neonatal Intensive Care Unit to Nursery
 - (9) Medical-Surgical, Telemetry
 - (10) Pediatrics to Nursery

Section 3 – ARMC Float Pool Nurse – Per Diem

- (a) ARMC Float Pool Nurse – Per Diem will be assigned to the Float Pool and will be routinely assigned to different units at ARMC on an as needed basis. If a Per Diem Nurse at ARMC is no longer working

out of the Float Pool and routinely changing units, the employee shall be assigned to the class of Registered Nurse II – Per Diem.

(b) ARMC Float Pool Nurses – Per Diem shall float within their specialty units/clusters. There shall be no mandatory floating between clusters except in emergencies. Clusters are designated as follows:

- (1) Maternal Child Services (Labor & Delivery, Post-Partum, Nursery, NICU, Pediatrics)
- (2) Pre-Operative Services (Pre-op, Post-Anesthesiology Care Unit, Gastro-Intestinal Lab, Special Procedures, Operating Room)
- (3) Critical Care (Surgical Intensive Care Unit, Medical Intensive Care Unit, Burn) (Emergency Department and Post-Anesthesiology Care Unit for Intensive Care Unit holding)
- (4) Behavioral Health
- (5) Medical-Surgical, Telemetry

FULL UNDERSTANDING, MODIFICATION AND WAIVER

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the full right and adequate opportunity to make demands and proposals with respect to any subject or matter within the scope of representation, and that the understandings arrived at after the exercise of that right are set forth in this Agreement. This Agreement, to the extent provided by law, is the sole source of rights and terms and conditions of employment for nurses in this bargaining Unit. The express provisions of this Agreement for its duration therefore constitute the complete and total contract between the County and CNA with respect to wages, hours, and other terms and conditions of employment. Any prior or existing Agreement between the parties, whether formal or informal, regarding any such matters are hereby superseded and terminated in their entirety. Therefore, except as provided below, the County and CNA for the life of this Agreement, each voluntarily waives the right to meet and confer in good faith with respect to any subject or matter referred to or covered in this Agreement. The waiver of any breach or term or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

GRIEVANCE PROCEDURE

Section 1 – Purpose

The Union and the County recognize that the goal of the grievance procedure is to attempt to resolve the grievance at the lowest level possible with the least amount of time and resources. The parties agree to fully cooperate in the investigation of grievances including the sharing of available relevant information that substantiates each party's position.

Section 2 – Definition of and Requirements for Filing a Grievance

A grievance is a disagreement between the County and an employee, group of employees, or CNA concerning the application or alleged violation of a specific Article(s) of this Agreement. A grievance may be filed by an employee, a group of employees, or by CNA on behalf of an individual grievant or a group of employees. Group grievances are defined as, and limited to, those grievances that allege more than one (1) employee suffered harm under similar facts and circumstances within the grievance filing period. Group grievances shall name all harmed employees and/or classifications and identify the departments and/or work locations of such employees. Where a group grievance is filed, one (1) employee in the group shall be selected by CNA to process the grievance. A grievant shall be entitled to CNA representation at any step under this Grievance Procedure.

Section 3 – Jurisdiction

The Director of Human Resources or designee shall have the sole authority within the County structure to provide the official management interpretation or application to any and all provisions of this Agreement. The arbitrator has the final authority within the County structure to adjudicate all grievances, as defined or

otherwise provided herein. The arbitrator holds no jurisdiction over a grievance where the remedy has been granted or where the requirements of this Grievance Procedure have not been met.

Section 4 – Exclusions

Except as otherwise provided by this Agreement or state or federal statute, this Grievance Procedure shall be the sole and exclusive procedure for seeking recourse for any grievance, as defined in Section 2 of this Article.

All matters are excluded from this procedure which deal with the "County Management Rights" Article; federal or state statutes, rules or regulations except if included as an Article of this Agreement; or are preempted by County Charter.

There shall be no multiple appeals to different adjudicatory bodies over the same case/same set of circumstances.

If any of the provisions of the Personnel Rules are in conflict with the provisions of this Agreement, this Agreement shall be controlling.

Any grievance will be terminated once an EEO complaint is filed on the issue being grieved.

Section 5 – Representation

Aggrieved employee(s) may represent themselves, or may be represented by an authorized CNA employee representative, and/or by a CNA Labor Representative. This representation may commence at any step in the Grievance Procedure. A representative of Human Resources may be in attendance at any step in the Grievance Procedure. The County agrees within reasonable limits to compensate the aggrieved employee(s) for time spent during regularly scheduled hours in the handling of real and prospective grievances.

Section 6 – Consolidation of Grievances

In order to avoid the necessity of processing numerous grievances at one time, grievances over the same case/set of circumstances shall be consolidated whenever possible.

Section 7 – Time Limitations and Notification

Time limitations are established to settle a grievance quickly. Time limits may be modified only by agreement of the parties in writing. If at any step of this Grievance Procedure, the grievant is dissatisfied with the decision rendered, it shall be the grievant(s) or CNA on behalf of the grievant(s) responsibility to initiate the action which submits the grievance to the next level of review within the time limits specified. Failure to submit or appeal the grievance within the time limits imposed shall terminate the grievance process and the matter shall be considered resolved. For purposes of this Grievance Procedure, notification to a party may be given either personally, by U.S. mail, telephonically, or via E-mail.

The grievance shall automatically proceed to the next step if a reviewing official does not respond within the time limits specified except at Step 2. A grievance may be entertained or advanced to any step beyond Step 2, Employee Relations Division, if the parties jointly so agree in writing.

When notice is mailed to an employee, it shall be sent to the employee's current address of record. For the purpose of this procedure, notice by mail shall be deemed to have been completed on the fifth calendar day following deposit of notice with the United States Postal Service, unless the party can establish that notice was not actually received as a result of circumstances beyond the party's control. All written responses by the County shall be addressed to the Association with a copy to the grievant.

Section 8 – Steps in the Grievance Procedure

The procedures outlined herein constitute the mandatory steps necessary to resolve grievances.

Step 1 – Immediate Supervisor. Initially the employee having a grievance shall on a personal face-to-face basis discuss the complaint with the immediate supervisor. At this step, it is the responsibility of the employee to inform the supervisor that he/she is initiating the grievance process. The attempt of settlement of a grievance filed by an employee, group of employees or by CNA on behalf of an individual employee or group of employees is required at Step 1 prior to the filing of a formal written grievance. The grievance must be initiated at Step 1 within fifteen (15) working days after any grievant is aware, or reasonably should have become aware, of the conditions precipitating the grievance. Within three (3) working days the immediate supervisor shall give the decision to the employee orally.

Step 2

- (a) Employee Relations Division/Division Level – If a mutually acceptable solution has not been reached in Step 1, the grievant shall submit the grievance in writing on appropriate forms which shall provide a detailed statement of the grievance, including dates, names, and places, applicable Agreement articles, and the specific remedy or action requested. The written grievance shall be filed in triplicate with the Employee Relations Division within ten (10) working days of oral notification of the immediate supervisor's decision. The Employee Relations Division shall make a determination of whether the grievance is a matter for which the Grievance Procedure is appropriate after consultation with CNA. In making such determination, the Employee Relations Division shall determine if: (1) the grievance has been filed in a timely manner; (2) the initial step has been followed; (3) if the grievance alleges that a specific Memorandum of Understanding article(s) has been misapplied or violated; and (4) the matter complained of in the grievance is covered by a specific provision of the Agreement. The determination and notification to the grievant and CNA will generally be made within five (5) working days of receipt of the grievance. Any affected party may appeal this determination directly to an arbitrator in accordance with the provisions of this procedure within five (5) working days following notification by the Employee Relations Division to determine the grievability/arbitrability of the grievance.
- (b) Division Level – If the grievance is determined to be grievable, the Division/Section Head shall meet with the grievant and/or representative to thoroughly discuss the grievance. The Division/Section Head shall submit a written response to the grievant within five (5) working days of the meeting with the grievant.

Step 3 – Employee Relations Division. If a mutually acceptable solution has not been reached, the grievant shall submit the written grievance to the Employee Relations Division within five (5) working days of the receipt of written response of the Division/Section Head. The Director of Human Resources or designee shall meet with the grievant and/or representative to discuss the grievance.

Following a review of the grievance with the appointing authority, the Director of Human Resources or designee shall have full and final authority on behalf of the County to mutually resolve the grievance with the employee/employee's representative within ten (10) working days of the meeting with the grievant. Such notification shall be rendered in writing to the grievant, CNA and the appointing authority.

HOLIDAY PAY

- (a) Holiday Pay – All employees covered in this unit shall be paid twice the base hourly rate for hours worked on the following holidays:

January 1st	Thanksgiving Day
Last Monday in May	Day after Thanksgiving
July 4th	December 24th
First Monday in September	December 25th
November 11th	December 31st

- (b) Holiday Hours – Holiday hours for the purpose of these holidays will begin with the night shift the day before the holiday and end with the evening shift of the day of the holiday. Time worked on these holidays shall be considered as hours worked for purposes of computing overtime.

HOURS OF WORK

Employees covered under this agreement are in the unclassified service and are utilized to supplement the regular nursing staff. Employees shall be required to work during such hours as necessary to carry out the duties of their position, as designated by the appointing authority, and such hours may be varied so long as the work requirements and efficient operations of the County are assured.

Notwithstanding any other provisions of this Agreement, the County Administrative Officer may authorize overtime (including retroactively for emergencies as defined in Section 13.022(h) of the County Code), compensated as per the Overtime article in this agreement, to be paid to any employee in order to carry out the intent of a Board-approved program, to respond to an emergency, or to compensate for hours of work performed above that normally expected of such employee.

IMPLEMENTATION

Any changes to this Agreement, which do not have specific effective dates, become effective on the date of Board of Supervisors' approval.

Subsequent changes to compensation during the term of this Agreement will be implemented consistent with the parties' bargaining obligations pursuant to the Meyers-Milias-Brown Act.

JOB POSTING AND FILLING OF VACANCIES

- (a) Whenever a vacancy within the Nurse bargaining Unit is to be filled, the County Department that has the vacancy shall post a notice for at least seven (7) calendar days. The job posting will be at appropriate locations within the County Department. Such notice shall identify the unit and shift of the opening.
- (b) When filling bargaining Unit positions, the County will consider applicant seniority and qualifications, which shall include, competency, skills, experience, education, certifications, credentials and work history.
- (c) The Department will fill the vacancy with the most qualified applicant, the decision of which shall not be subject to the Grievance Procedure.
- (d) If two or more of the most qualified applicants are equally qualified, in the judgment of the Department, vacancies shall be filled in the following order:
 - (1) The registered nurse(s) with the most seniority in the unit where the vacancies exist
 - (2) The registered nurse(s) with the most Department seniority
 - (3) Registered nurse(s) in the County with the most seniority
 - (4) An external applicant
- (e) The Department may fill a vacant position on a temporary basis not to exceed six (6) months unless extended.
- (f) One (1) per diem nurse selected by CNA will be added to the existing task force composed of four (4) staff nurses selected by CNA and four (4) managers selected by management will be formed to review posting and awards to determine if such appointments were arbitrary. This task force will meet quarterly for six (6) months and will report the findings and recommend changes to CNA and management.
- (g) For purposes of this article only, seniority for employees in this unit will be defined as hours worked without a separation from County service. Hours worked as a regular nurse will be counted as one hour for one hour and hours worked as a per diem nurse will be counted as one hour credit for two hours worked. For example, a per diem nurse that has worked 2,080 hours for the County without a separation from County service will be considered to have 1,040 hours of seniority for purposes of this article.

LEAVE OF ABSENCE FOR ASSOCIATION BUSINESS

(a) Extended

- (1) Upon at least thirty (30) calendar days advance written request from CNA and the nurse, one (1) Association-represented nurse per County department per year shall be granted an extended leave of absence without pay to engage in Association business. The duration of the extended leave of absence shall be specified at the time the nurse commences the leave, and no such leave shall be granted unless the written request specifies the duration of the leave. Such leaves of absence shall be for a period of not less than three (3) months. In no situation shall the leave of absence be granted for a period of more than three (3) years.
- (2) During the leave of absence the nurse shall be in a "without pay and without benefits" status. During the term of the leave of absence, the County shall in no way be obligated to provide pay or benefits for the nurse. The granting of such leave is dependent on the patient care needs of the County; however, such request for leave shall not be unreasonably denied.
- (3) Under no circumstance shall the County be required to return such nurse to active employment status with the County prior to the completion of the stated duration of the extended leave of absence. At least forty-five (45) calendar days prior to the completion of the stated term of the leave of absence, the Association shall notify the County of the nurse's intent to return to the County's employ and the nurse shall likewise so advise the County. Upon return, the nurse shall be returned to the same or similar position from which the nurse took the leave of absence, consistent with staffing reductions and/or layoffs which may have occurred during the period of the leave of absence without pay. The nurse shall be returned at the same rate of pay and without loss of seniority for purposes specified under this MOU.

(b) Short-Term

Upon at least thirty (30) calendar days advance written request from CNA and the nurse, no more than five (5) nurses in the bargaining Unit may be granted a leave of absence without pay of less than three (3) months no more than two (2) times per year to engage in Association business. Of the five (5), no more than three (3) shall be from ARMC and no more than one (1) from Corrections or any other department. The duration of the extended leave of absence shall be specified at the time the nurse commences the leave, and no such leave shall be granted unless the written request specifies the duration of the leave. The granting of such leave is dependent on the patient care needs of the County; however, such requests for leave shall not be unreasonably denied.

MEAL PERIODS

Meal periods are nonpaid and nonworking time and shall not be less than one-half (1/2) hour, or greater than one (1) hour when scheduled. Every effort will be made to schedule such meal period during the middle of the shift when possible. If a regularly scheduled tour of duty does not include a duty-free meal period, appointing authorities shall allow nurses a maximum of twenty (20) minutes per shift to eat a meal. Such time shall be considered work time.

NON-DISCRIMINATION

- (a) Neither the County nor the Association shall discriminate against any nurse on account of race, sex, age, creed, color, national origin or political affiliation, sexual orientation or other basis in violation of applicable federal, state or local law. The County and the Association also agree that they shall comply with their obligations under the Americans with Disabilities Act (ADA) and the California Fair Employment and Housing Act (FEHA).
- (b) The parties agree that the County is required to make reasonable accommodations for certain qualified disabled individuals in order to comply with the ADA and the FEHA, and that actions taken by the County in an attempt to comply with the ADA and the FEHA shall not constitute a violation of this Agreement; provided the actions of the County are in accordance with the law.

- (c) The parties recognize the right of employees covered by this Memorandum of Understanding to join and participate in the activities of the Association and to otherwise exercise their rights guaranteed under the MMBA and the County Employee Relations Ordinance. The parties further recognize that employees shall have the right to refuse to become a member or participate in the activities of the Association. Employees shall not be discriminated against, intimidated, restrained, or coerced in the exercise of rights mentioned or referred to in this Section.

NURSE ASSIGNMENT

Assignments shall not be used in a punitive or arbitrary manner.

NURSE REPRESENTATIVES

- (a) Role of Nurse Representatives – The nurse representatives shall be appointed by CNA to handle grievances, to ascertain that the terms and conditions of the contract are observed, to inform nurses of their rights and responsibilities under the Agreement and to provide information about the activities of CNA.
- (b) Representation Activities During Work Hours – Registered nurses designated by CNA as nurse representatives of the Association shall be allowed a reasonable amount of time to conduct representational duties during the regular working hours of the nurse representative as follows:
- (1) To represent an employee, upon the employee's request, in an investigatory interview which the employee reasonably believes may result in disciplinary action;
 - (2) To attend grievance meetings as provided for in the Grievance Procedure;
 - (3) To represent an employee in a Skelly meeting;
 - (4) To attend arbitration hearings; or
 - (5) To attend other meetings at the request of the County.

Except as otherwise agreed, one (1) nurse representative shall be provided paid release time to conduct representation activities as specified in this paragraph.

- (c) Scheduling of Representation Activities – Nurse representatives, grievants or appellants in Civil Service matters shall not receive pay or overtime for attendance at hearings and meetings conducted outside of their work hours. Meetings and other representation activities shall be scheduled so as to minimize staffing shortages, and other disruption and interference with work activities.
- (d) Identification of Nurse Representatives – The nurse representative who will be handling a particular matter on behalf of the Association shall be identified to the County as soon as possible following the initiation of a written grievance, request for representation in a disciplinary proceeding, or scheduling of the grievance arbitration hearing. CNA shall provide the County with the names of the nurse representatives, including any changes in representatives. Such employees may function as nurse representatives upon notification by CNA to the County.

NURSING PROCESS STANDARDS

- (a) No nurse shall be required to practice in a manner which:
- (1) Jeopardizes a patient's health or safety.
 - (2) Exceeds limits of registered nurse licensure as defined by the Nurse Practice Act.
 - (3) Is outside Title 22 section on Planning and Implementing Patient Care and Title 16.

If a nurse believes that circumstances are present which may jeopardize a patient's health or safety, the nurse must attempt to resolve the issue with their immediate supervisor. If the matter is not resolved at this level, the matter may be brought to the Professional Practice Committee (PPC).

- (b) The Nurse Process Standards will be included in nursing orientation and the Nursing Policy and Procedure Manual.
- (c) This provision is not subject to arbitration through the Grievance Procedure.

OVERTIME

- (a) Policy – It is the policy of the County to discourage overtime except when necessitated by abnormal or unanticipated workload situations as defined below. It is the responsibility of the appointing authority to arrange for the accomplishment of workload under their jurisdiction within a reasonable period of time.
- (b) Definition – Overtime shall be defined as all hours actually worked in excess of forty (40) hours during a work week or in excess of twelve (12) hours per day.

Overtime shall be reported in increments of full fifteen (15) minutes and is non-accumulative and non-payable when incurred in units of less than fifteen (15) minutes.

- (c) Overtime Compensation

Nurses assigned to the hospital, mental or correctional institutions shall be compensated for time worked in excess of forty hours per work week and in excess of twelve (12) hours per day at premium rates, i.e., one and one-half (1-1/2) times the employee's base hourly rate.

- (d) There shall be no mandatory overtime except in the following cases:
 - (1) During a state of emergency declared by federal, state or local authorities.
 - (2) During a catastrophe constituting a medical emergency and/or safety and security concerns.
 - (3) An event requiring immediate intervention and care that is due to an unforeseen or unpredictable circumstance which could not reasonably have been predicted.
 - (4) In a manner consistent with existing practice (Sheriff and Probation only).

The County must demonstrate that prompt efforts were made to maintain required staffing levels prior to instituting mandatory overtime. The County will track by shift, unit, and day any mandatory overtime and will present a usage report to the PPC for recommendations.

PATIENT CLASSIFICATION COMMITTEE

- (a) The committee shall be constituted in accordance with Title 22. CNA will select one (1) per diem nurse in addition to the four (4) direct care registered nurses on the Patient Classification Committee. Committee members will be compensated for time spent in committee meetings.
- (b) ARMC shall develop and document a process by which all interested staff may provide input concerning the Patient Classification System, the systems required revisions, and the overall staffing plan, and will be presented to the Patient Classification Committee.
- (c) If the review by the Patient Classification Committee reveals that adjustments are necessary in the Patient Classification System in order to assure accuracy in measuring patient care needs, such adjustments must be implemented within thirty (30) days of that determination.
- (d) The nursing administrator will present the results of the review to the Professional Practice Committee.

PATIENT CLASSIFICATION SYSTEM

- (a) The acute hospital shall have a staffing system based on assessment of patient needs in conformance with Title 22. The hospital agrees to conform its staffing system to any future changes adopted by any applicable regulatory body during the terms of this Agreement.
- (b) The Patient Classification System in accordance with Title 22 shall be a method of determining staffing requirements for each patient, unit and each shift as appropriate that reflects the determination made by the licensed nurse who is responsible for the patient.
- (c) The Patient Classification System with full information explaining the system will be available on each nursing unit and a copy will be provided to the Professional Practice Committee upon request.

PAY PERIOD

A pay period shall be comprised of fourteen (14) calendar days. The first pay period under this Agreement shall commence at 12:01 a.m. September 3, 2005, and shall end at 12:00 a.m. (midnight) on the second Friday thereafter. Each subsequent fourteen (14) day period shall commence on the succeeding Saturday at 12:01 a.m. and shall end at midnight on the second Friday thereafter. The pay period and work week may be adjusted in accordance with FLSA requirements. Paychecks shall be issued on the second Thursday following the end of the preceding pay period, provided that the Auditor/Controller may issue paychecks at an earlier date if possible.

PAYROLL ADJUSTMENTS

In situations involving overpayment to an employee by the County, said employee shall be obliged to repay by payroll recovery the amount of overpayment within the time frame the overpayment was received by the employee. The Auditor/Controller's Office or Human Resources, when applicable, shall provide documentation showing the calculations of the overpayment to the employee. Extensions to the period for repayment of the overage may be requested by the employee, subject to the approval of the County's Auditor-Controller. Extensions will be approved only in the case of extreme hardship, and the extended period for repayment will not be longer than one and one-half times as long as the overpayment period. If the employee leaves employment prior to repayment of overage, the Auditor-Controller's Office shall recover the amount owed from the employee's final pay. If the amount owed is greater than the employee's final pay, the Auditor-Controller shall initiate the collections process against the employee.

In situations involving underpayment to an employee by the County, the employee shall receive the balance due within the next pay period for which the adjustment can be made, following timely submission of appropriate documentation to the Auditor/Controller's Office, including necessary approval of the appointing authority and the Director of Human Resources.

In those situations where the employee has been underpaid by seven and one-half percent (7-1/2%) or more of their base pay in the immediately preceding pay period, through no fault of their own, the employee may request an on-demand warrant to correct the error. The department payroll section shall complete the request for payroll adjustment and forward it and any necessary approval of the appointing authority to the Auditor/ Controller within one (1) working day of receipt of the employee's request. The Auditor/Controller's Office shall pay the employee the amount due within two (2) working days of receipt of the request for payroll adjustment from the department. For this Section, base pay shall be determined by multiplying the employee's base rate of pay by the number of hours in their usual work schedule.

The Director of Human Resources or designee must authorize payroll adjustments to correct any payroll error or omission for instances arising more than thirteen (13) pay periods prior to the request for payroll adjustment.

PER DIEM UNIT EMPLOYMENT

Per Diem Unit employees shall be compensated on an hourly basis only for hours actually worked unless otherwise provided for in this Agreement (e.g. bilingual pay) or required by law.

Per Diem Unit employees shall participate in the County's PST Deferred Compensation Plan in lieu of participation in any other retirement plan, program, or benefit. Said employees shall contribute 5% of the employee's biweekly gross earnings, and the County shall contribute 2.5% of employee's biweekly gross earnings. The employee's contributions to PST Deferred Compensation shall be automatically deducted from employee's earnings. Maximum total contributions shall be 7.5% of the employee's maximum covered wages for Social Security purposes. Employees shall enroll in the Plan on forms approved by the Human Resources Division Chief, Employee Benefits & Services. This paragraph shall not apply to any employee who is otherwise covered by the County Retirement System.

POSTING OF WORK SCHEDULES

The County shall post work schedules at least two (2) weeks in advance. Once posted, the schedule shall not be changed without prior mutual agreement of the nurse. Insofar as practicable, the County shall update posted work schedules as changes occur.

In those units at ARMC where self-scheduling is the practice, it shall be maintained in compliance with the self-scheduling staffing standards.

PROFESSIONAL PRACTICE COMMITTEE

(a) Objective and Scope

A Practice Committee of bargaining Unit nurses shall be established by the Association. The purpose of the committee shall be to constructively consider and make recommendations to improve nursing practice and patient care, including health and safety matters, insofar as the provisions of the Agreement are not added to or otherwise modified. Employees must attempt to resolve an issue with their immediate supervisor prior to submitting such issue to the Practice Committee. The recommendations of the Practice Committee are advisory only and are not subject to the Grievance Procedure; however, the failure of the County to respond in writing to recommendations may be a proper subject for a grievance. Economic matters, collective bargaining issues, grievances, and negotiation of contract terms are not subjects for discussion by the Committee.

(b) Composition

The Practice Committee shall be composed of up to five (5) non-probationary registered nurses and one (1) per diem nurse selected by CNA and provided that not more than one (1) member shall come from a particular unit.

(c) Meetings

The Practice Committee shall schedule one (1) meeting per month which shall be scheduled before the work schedule is made. Such meetings shall be scheduled so as to minimize disruptions with the delivery of health care and shall be mutually agreeable to the County. The Practice Committee shall prepare an agenda which shall be provided to the designated County Nursing Administrators in advance of the scheduled meeting for information purposes only. Meeting space shall be provided by the County.

(d) Recommendations

Whenever the Practice Committee makes a written recommendation to the appropriate nurse manager, a response in writing shall be made as soon as practicable, but no later than thirty (30) days, unless the Association and the County mutually agree that the time may be extended.

(e) Release Time

Committee members shall receive paid release time during work hours to attend meetings, not to exceed two (2) hours per month, inclusive of travel time. In addition, Practice Committee members shall receive paid release time during work hours for attendance at meetings requested by the administration. Lastly, the Practice Committee chairperson shall be entitled to one (1) hour of paid

time (at straight time) per month. Such release time or additional hour of pay for the chair shall not be counted as hours worked for purposes of calculating overtime.

(f) Evaluation

The County and Association shall meet twelve (12) months after the establishment to review the effectiveness of the Professional Practice Committee and discuss, if necessary, ways to enhance the effectiveness of the Practice Committee.

PROVISIONS OF LAW

It is understood and agreed that this Agreement is subject to all current and future applicable Federal and State laws and regulations and the current provisions of the Charter of the County of San Bernardino. If any part or provision of this Agreement is in conflict or inconsistent with such applicable provisions of those Federal, State, or County enactments or is otherwise held to be invalid or unenforceable by any court of competent jurisdiction, such part or provisions shall be suspended and superseded by such applicable law or regulations, and the remainder of this Agreement shall not be affected thereby. If any part or provision of this Agreement is suspended or superseded, the parties agree to reopen negotiations regarding the suspended or superseded part or provision with the understanding that total compensation to employees under this Agreement shall not be reduced or increased as a result of this Article. The parties hereto agree to refrain from initiating any legal action or taking individual or collective action that would invalidate Articles of this Agreement.

RENEGOTIATION

In the event either party hereto desires to negotiate a successor Agreement, such party shall serve upon the other during June 2007, any written request to commence negotiations, as well as its written proposals for such successor Agreement. Upon receipt of such written proposals, negotiations shall begin no later than thirty (30) calendar days after such receipt.

REST PERIODS

Nurses shall be entitled to rest periods in accordance with the schedule contained herein. Rest periods shall be scheduled in accordance with the requirements of the department, but in no instance shall rest periods be scheduled within one (1) hour of the beginning or ending of a tour of duty or meal period, nor shall such time be accumulative or used to report to work late or leave early. Rest periods shall be considered as time worked. Nurses required to work beyond their regular tour of duty shall be granted a ten (10) minute rest period for each two (2) hours of such work.

Regularly Scheduled Tour of Duty	Number and Limit of Rest Period
After 3 hours and through 6 hours	One – 15 Minute Rest Period
After 6 hours and through 8 hours	Two – 15 Minute Rest Periods
After 8 hours and through 10 hours	Two – 20 Minute Rest Periods
After 10 hours	One – 25 Minute Rest Period and One – 20 Minute Rest Period

RETURN-TO-WORK COMPENSATION

Section 1 – Purpose

Return-to-work compensation is designed to compensate employees for being available to return to work with limited notice and for hours not previously regularly scheduled. There are three (3) types of return-to-work compensation covered by this Article: on-call, standby, and call-back. Assignment and approval of return to work compensation shall be made by the appointing authority or designee based upon the needs of the service.

Section 2 – On-Call Compensation

- (a) On-call duty requires the employee to return a call or page as soon as practicable but not to exceed fifteen (15) minutes.

- (b) Employees assigned to be on-call shall: (1) leave a telephone number where they can be reached or wear a communicating device; and (2) be able to report to their work site within one (1) hour after notification. Employees can also be given a designated time of more than one (1) hour to report by the appointing authority or designee.
- (c) While assigned to on-call duty, the employee shall be free to use the time for his or her own purposes.
- (d) On-call duty shall be compensated at the rate of three dollars and fifty cents (\$3.50) for each full hour of duty or portion thereof. On-call time shall not count as hours worked.
- (e) The employee shall not receive on-call compensation once the employee begins work.

Section 3 – Standby Compensation

- (a) Standby duty requires the employee to return a call or page immediately.
- (b) Employees assigned to standby duty shall: (1) leave a telephone number where they can be reached or wear a communicating device; (2) are required to remain in a state of readiness; and (3) after being told to report to work, employees shall arrive at the work site no later than the time it takes to commute between the employee's home and the work site or employees can be given a designated time to report by the appointing authority or designee.
- (c) Standby pay shall be compensated at minimum wage as provided by the California Industrial Welfare Commission for each full hour of standby duty or portion thereof. Standby hours under this provision shall count as hours worked for overtime purposes.

Examples of application of this provision for computing overtime:

Employee earning \$10.00 per hour works 40 hours in a work period, plus 20 hours of standby.

40 hours x \$10.00 (base salary rate) ¹	=	\$400.00
20 hours x \$ 6.75 (minimum wage)	=	<u>\$135.00</u>
		\$535.00

\$535.00 divided by 60 hours worked (regular rate of pay) ²	=	\$ 8.92
\$8.92 x 1-1/2 (overtime rate)	=	\$ 13.38

Pay for this week would be:

40 hours x \$ 8.92 (regular rate of pay)	=	\$356.80
20 hours x \$13.38 (overtime rate)	=	<u>\$267.60</u>
TOTAL PAY	=	\$624.40

¹Base salary rate is defined in Salary Adjustment, Section 2.

²Regular rate of pay is defined within the requirements of the Fair Labor Standards Act to include all remuneration for employment paid to the employee. When more than one rate of pay is paid for hours worked, the regular rate of pay is calculated using the weighted average of the rates of pay.

- (d) The employee shall not receive standby compensation once the employee begins work.

Section 4 – Call-Back Compensation

- (a) Call-back pay is used when an employee returns to active duty and the work site at the request of the appointing authority or designee after said employee has been released from active duty and has left the work site. An employee need not be assigned to on-call or standby duty to receive call-back compensation.

- (b) Call-back compensation shall be paid in the following manner. The employee shall be paid for two (2) hours at one-time the base hourly rate of pay for each call-back occurrence. Said compensation shall be in lieu of any travel time and expense to and from home and the first or last work contact point. All time actually worked shall be considered as time actually worked for purposes of the Article on "Overtime."
- (c) Employees shall not be eligible for call-back pay in the following situations: (1) special tours of duty scheduled in advance; (2) the employee is called back within two (2) hours of the beginning of a scheduled tour of duty; or (3) the employee is not required to leave home. The employee shall report all time actually worked within a pay period. Such time shall be accumulative and shall be considered as time actually worked for the purposes of the Article on "Overtime."

SALARY RATES AND ADJUSTMENTS

Section 1

Nurses in this unit shall receive pay increases effective at the beginning of the first pay period following Board of Supervisors' approval of this Agreement (see Year 1 in the chart below). Effective at the beginning of the first pay period following the first anniversary of this MOU, Nurses in this unit shall receive pay increases listed below (see Year 2 in the chart below).

Section 2

For purposes of this Agreement, base salary range shall mean the salary range assigned to a specific classification as provided in Year 1 and Year 2 of chart below. Base salary rate shall mean the hourly rate of pay established pursuant to Section 1 herein.

Per Diem Nurses Unit Salary Schedule Hourly Rate		
Classification	Year 1 Salary	Year 2 Salary
Interim Permit Nurse – Per Diem	\$28.70	\$29.35
Registered Nurse I – Per Diem	\$32.90	\$33.90
Registered Nurse II – Per Diem	\$37.08	\$37.58
ARMC Float Pool Nurse – Per Diem	\$38.65	\$39.60
Correctional Nurse – Per Diem	\$38.95	\$39.80

SHIFT DIFFERENTIALS

- (a) Purpose – It is the purpose of this provision to compensate employees, who are required to actually work evening or night shift tours of duty, over and above the established base rates of pay.
- (b) Eligible Personnel – Employees assigned to a continuous or regularly recurring evening or night shift tour of duty shall be eligible for shift differential compensation. Further, employees who provide relief work for other employees assigned to continuous or regularly recurring evening or night shift tours of duty may receive shift differential compensation with prior approval of the appointing authority.
- (c) Special Provisions
- (1) Shift differential compensation shall not be included in the base rate of pay when computing overtime, or call-back pay. Employees who are assigned to a continuous evening or night shift tour of duty shall receive such differential in addition to base pay when computing paid leave compensation.
 - (2) Overtime worked is in addition to a scheduled tour of duty and is compensated separately in accordance with the overtime provisions of this Agreement.

(d) Compensation

- (1) Employees whose assigned tour of duty, with or without intervening meal time, includes at least four (4) hours between 6:00 p.m. and 12:00 a.m. (midnight), shall receive two dollars (\$2.00) per hour over and above their base hourly rate.
- (2) Employees whose assigned tour of duty, with or without intervening meal time, includes at least four (4) hours between 12:00 a.m. (midnight) and 8:00 a.m. of the following day, shall receive two dollar and eighty-five cents (\$2.85) per hour over and above their base hourly rate.

SUCCESSORS

- (a) In the event the County contemplates a merger, sale, permanent closure, leasing, assignment, divestiture, or other transfer of ownership and/or management of operations, the Association shall be notified in writing thirty (30) days prior to Board action.
- (b) Upon such notice, the Association and the County will promptly meet at the Association's request, to engage in good faith bargaining over the impact of such change.

TERM

The term of this Agreement shall commence upon approval by the Board of Supervisors, and this Agreement shall expire and otherwise be fully terminated at 12:00 a.m. (midnight) of October 14, 2007. If a successor Agreement has not been reached by 12:00 a.m. (midnight) of October 14, 2007, the terms and conditions of this Agreement shall be extended one (1) year or until a successor Agreement is adopted, whichever occurs sooner.

TIME AND LABOR REPORTS

Time and Labor Reports should normally be completed and signed by the employee. Employees shall be provided a copy of any Time and Labor Report whenever said report is submitted without the employee's signature. Payroll specialists who handle Time and Labor Reports shall make every effort to contact the employee regarding any correction to the time shown on said report and explain the reasons for the change before the report is submitted to the Auditor's Office for processing. In all cases where corrections are made in the presence of the employee and accepted, the employee shall approve such corrections by signing a new Time and Labor Report. If time does not allow for this procedure because of the Auditor's deadline, the payroll specialist shall notify the employee of the correction and that an adjustment will be made in a subsequent pay warrant. Unless otherwise provided in this Agreement, time shall be reported in increments of full fifteen (15) minutes actually worked for pay purposes.

The County reserves the right to use other time accumulation devices. If errors result from the improper or unclear preparation of Time and Labor Reports by the employee, the employee shall hold harmless the County for any delays in warrant processing.

USE OF BULLETIN BOARDS

The County will furnish CNA a reasonable portion of existing bulletin board space in each department/facility in which there are employees represented by CNA to post notices. Only areas designated by the appointing authority may be used for posting of notices. Bulletin boards shall only be used for the following notices:

- (a) Scheduled CNA meetings, agenda and minutes.
- (b) Information on CNA elections and the results.
- (c) Information regarding CNA social, recreational, and related news bulletins.
- (d) Official business of CNA, including reports of committees or the Board of Directors.

County equipment, materials, or supplies shall not be used for the preparation, reproduction, or distribution of notices, nor shall such notices be prepared by County employees during their regular work time. CNA

may utilize the County's interdepartmental mail system provided CNA picks up and delivers necessary bulletins to the mail room, delivery to be concurrent with regular routes with no special trips made by the County, and CNA holds the County harmless against any loss or delays in delivery.

Posted notices and notices sent through interoffice mail shall not contain attacks of a personal nature, disparage or be critical of the County or its employees, violate any Federal, State or County law or policy, pertain to public issues which do not involve the County or its relations with County employees or be obscene, defamatory, or of a political nature. All notices to be posted or distributed must be dated and signed by an authorized representative of CNA, with a copy to be submitted (delivered or faxed) to the Employee Relations Division Chief or designee for review prior to posting or distribution through the County's mail room.

In cases where CNA represents more than one (1) authorized employee representation Unit at a work location, the space described above will become the bulletin board space for all employees represented by CNA at that work location.

USE OF COUNTY RESOURCES

CNA will be granted permission to use County facilities for the purpose of meeting with employees to conduct its internal affairs during non-work hours, provided space for such meetings can be made available without interfering with County needs. Permission to use County facilities must be obtained by CNA from the appropriate appointing authority. CNA shall be held fully responsible for any damages to and the security of any County facilities that are used by CNA. No County vehicles, equipment, time, or supplies may be used in connection with any activity of CNA, except as may be otherwise provided in this Agreement. The use of County e-mail systems by CNA and bargaining Unit employees to broadcast union notices is prohibited.

WORK DISRUPTION

The parties agree that the duties performed and services provided by Unit employees are essential to the health, safety and welfare of the public. The parties further agree that adequate processes are available to address and/or remedy concerns that may arise during the term of this MOU and any extensions. As such, no work disruptions shall be caused or sanctioned by CNA, or any Unit employees individually or collectively, during the term of this Agreement. Work disruptions include, but are not limited to, sit-down, stay-in, speed-up, or slowdown in any operation of the County of San Bernardino, actions taken in sympathy with any group or cause concerning employment terms or conditions, or any curtailment of work, disruption, or interference with the operations of the County of San Bernardino. The parties shall endeavor to discourage any such work disruptions and make positive efforts to return employees to their jobs or cease the prohibited conduct. The parties acknowledge that participation of any employee in a concerted work action against the County is grounds for disciplinary action, including termination. In the event disciplinary action is taken, the only issue in any appeal shall be whether or not the employee engaged in conduct prohibited by this Article. The parties agree that no lockout of employees shall be instituted by the County during the term of this Agreement, unless such work disruptions occur.

APPENDIX A

APPROVAL BY BOARD OF SUPERVISORS

This Agreement is subject to approval by the Board of Supervisors. The parties hereto agree to perform whatever acts are necessary, both jointly, and separately, to urge the Board to approve and enforce this Agreement.

Following approval of this Agreement by the Board, its terms and conditions shall be implemented by appropriate ordinance, resolution or other appropriate lawful action.

DATED: 12-13-05

COUNTY OF SAN BERNARDINO


Bob Windle, Employee Relations Chief


Tammy Ballesteros, Human Resources Officer III

CALIFORNIA NURSES ASSOCIATION


Rose Ann DeMoro, Executive Director

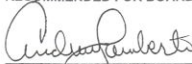

Kristin Lynch, CNA Negotiator


Debbie Cousins, RN


Rubi Smith, RN


Donna Trapasso, RN

RECOMMENDED FOR BOARD OF SUPERVISORS APPROVAL:


ANDREW L. LAMBERTO
Director of Human Resources


MARK H. UFFER
County Administrative Officer

APPENDIX B – SALARY ADJUSTMENT

JOB CODE	CLASSIFICATION TITLE	SALARY EFFECTIVE	
		12-24-05	01-06-07
03338	Interim Permit Nurse – Per Diem	\$28.70	\$29.35
03339	Registered Nurse I – Per Diem	\$32.90	\$33.90
03340	Registered Nurse II – Per Diem	\$37.08	\$37.58
03342	ARMC Float Pool Nurse – Per Diem	\$38.65	\$39.60
	Correctional Nurse – Per Diem	\$38.95	\$39.80

APPENDIX C

Title 16, California Code of Regulations

1443.5. Standards of Competent Performance

A registered nurse shall be considered to be competent when he/she consistently demonstrates the ability to transfer scientific knowledge from social, biological and physical sciences in applying the nursing process, as follows:

- (1) Formulates a nursing diagnosis through observation of the client's physical condition and behavior, and through interpretation of information obtained from the client and others, including the health team.
- (2) Formulates a care plan, in collaboration with the client, which ensures that direct and indirect nursing care services provide for the client's safety, comfort, hygiene, and protection, and for disease prevention and restorative measures.
- (3) Performs skills essential to the kind of nursing action to be taken, explains the health treatment to the client and family and teaches the client and family how to care for the client's health needs.
- (4) Delegates tasks to subordinates based on the legal scopes of practice of the subordinates and on the preparation and capability needed in the tasks to be delegated, and effectively supervises nursing care being given by subordinates.
- (5) Evaluates the effectiveness of the care plan through observation of the client's physical condition and behavior, signs and symptoms of illness, and reactions to treatment and through communication with the client and health team members, and modifies the plan as needed.
- (6) Acts as the client's advocate, as circumstances require, by initiating action to improve health care or to change decisions or activities which are against the interests or wishes of the client, and by giving the client the opportunity to make informed decisions about health care before it is provided.

Note: Authority cited: Section 2715, Business and Professions Code. Reference: Sections 2725 and 2761, Business and Professions Code.

History:

1. New section filed 6-17-85; effective thirtieth day thereafter (Register 85, No. 25).